



COOPERATION AGREEMENT

by and between

CITY OF BOSTON AND BOSTON REDEVELOPMENT AUTHORITY

THIS COOPERATION AGREEMENT, entered into as of the _____ day of _____, 1964 by and between the CITY OF BOSTON, a municipal corporation of THE COMMONWEALTH of Massachusetts (hereinafter referred to as the "City") and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created under the laws of said Commonwealth (hereinafter referred to as the "Authority").

WITNESSETH THAT:

WHEREAS, the Authority has adopted an Urban Renewal Plan (hereinafter referred to as the Plan) for the Downtown Waterfront-Faneuil Hall Urban Renewal Project No. Mass R-77 (hereinafter referred to as the "Project"), in the City of Boston, and said Plan has been approved by the Mayor, with the approval of the City Council, of the City of Boston; and

WHEREAS, the Plan provides for the acquisition, demolition and removal or rehabilitation of structures in the Downtown Waterfront-Faneuil Hall Project Area (hereinafter referred to as the "Project Area"), the installation of site improvements and public facilities and the disposition of land in the Project Area for uses in accordance with the Plan; and

WHEREAS, the Authority will need financial assistance from the United States of America under Title I of the Housing Act of 1949 as amended (hereinafter referred to as Title I), and also local grants-in-aid in order to carry out and complete the project; and

WHEREAS, Under Title I such local grants-in-aid may consist of, among other things, cash grants; donations at cash value of certain real property in the Project Area; demolition or removal work in the Project Area at the cost thereof; installation of site improvements and the provision at their cost of public buildings or other public facilities which are necessary for carrying out the urban renewal objectives of the Project in accordance with the Plan; and

WHEREAS, the Authority has applied for financial assistance from the United States of America, under Title I, in the form of loans and grants;

NOW THEREFORE, in consideration of the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. The Authority will undertake the Project in accordance with the Plan and will commence and carry out as expeditiously as possible each successive phase of the Project as funds are made available.

2. To help defray the cost of the Project, the Authority will comply with all necessary conditions, statutory or otherwise, to obtain a capital grant from the United States under Section 103 of Title I in the maximum amount allowed by law.

3. The City will make local grants-in-aid (as heretofore defined) to the Authority in a total amount which, together with all other local grants-in-aid made to the Project, will equal one third of the actual net project cost of the Project as finally determined and approved by the Housing and Home Finance Administrator of the United States in accordance with Title I, and in accordance with a loan and grant contract to be entered into between the Authority and the United States of America, which one third is currently estimated at \$8,400,000.

4. After the execution of said loan and grant contract, the City, upon the vacation and laying out of appropriate streets and public ways in accordance with the Plan, will commence construction of, and thereafter diligently prosecute to completion, improvements as required by the Plan for the Project in accordance with the following schedule:

<u>Improvement</u>	<u>Total Estimated Cost</u>
Streets	\$ 5,241,970
Parks	248,550
Street, Parks & Wharf Lighting	273,110
Low Service Water	243,620
High Service Water	151,770
High Pressure Fire	226,140
Sewers and Drains	1,273,690
Police and Fire Signals	40,460
Traffic Control	192,335
Street Signs	<u>29,520</u>
	\$ 7,921,165

5. If the City, acting by the Mayor, appropriate board, officer, or agent thereof, should fail to take appropriate actions to construct any of the improvements set forth in Paragraph 4 above promptly upon request of the Authority after execution of the Loan and Grant Contract and the vacation and laying out of the streets or public ways concerned, or shall fail diligently to prosecute said work to completion, then the City shall, upon demand by the Authority, pay to the Authority the sum or sums of money listed in the column entitled "Total Estimated Cost" with respect to each item of work or portion thereof to which such failure relates, which sums of money shall be considered as cash local grants-in-aid to the Project.

6. (a) If, during the course of the Project, revised estimates of net project cost are determined and approved by Housing and Home Finance Agency which make necessary additional local grants-in-aid to the Project, the City will, upon demand by the Authority, pay to the Authority such amounts of money as will, together with all other local grants-in-aid made or to be made to the Project in accordance with the previously approved estimate of net project costs, total one-third of such revised estimate of net project cost.

6. (b) Upon completion of the Project by the Authority and the final determination and approval as aforesaid of the actual net project cost thereof, the City will make such additional cash payment, if any, as may be necessary to bring the total local grants-in-aid for the Project up to an amount equal to one-third of said actual net project cost as so finally determined and approved; and if upon such final determination and approval, the local grants-in-aid theretofore made to the Project shall total an amount in excess of one-third of said actual net project cost as so finally determined and approved, such portion of the excess as was paid in cash shall be refunded, without interest, by the Authority to the City.

7. The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys, and other public rights-of-way within the Project Area as may, in the judgment of the Authority, be necessary or desirable in carrying out the Plan, and the laying out as public streets or ways of all streets and ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority further agrees not to sue the City for any damages for any such vacating or laying out; and the Authority further agrees to reimburse the City for any damages recovered by others under Chapter 79, of the General Laws of Massachusetts, as amended, for any such vacating or laying out.

8. The City, acting by its Mayor, will recommend to the proper boards or officers such action as may be necessary to waive, change or modify, to the extent necessary or desirable, in the judgment of the Authority, to permit carrying out the Project, the statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for buildings in Boston.

9. The City recognizes the historical and architectural importance of buildings in the Faneuil Hall Market District and agrees to cooperate with the Authority in rehabilitating Faneuil Hall and the Quincy Market Building (sometimes known as the Fruit and Produce Exchange). The City further agrees that it will not dispose of the Quincy Market Building without appropriate covenants, controls and restrictions which will assure the maintenance of the building in a manner in keeping with the Downtown Waterfront-Faneuil Hall Urban Renewal Plan.

10. The Authority recognizes that the City, in accordance with Section 26R of Chapter 121 of the General Laws may require payments in lieu of taxes, betterments and special assessments on all property held by the Authority as part of the Project. The City hereby agrees that if such payments are required pursuant to said Section 26R they shall not be required in excess of the amount of such payments eligible as project costs under the applicable regulations of the Housing and Home Finance Administrator in effect from time to time, and further agrees that any such payments required will be based upon assessments established for the tax year during which the property is acquired by the Authority.

11. The City shall continue to maintain the "workable program" heretofore adopted by it, and shall cooperate with the Authority by such other lawful actions and in such other lawful ways as may be necessary in connection with the undertaking and carrying out of the Project in all its phases.

12. The City will take steps appropriate to assure that no member of its governing body, and no other City official who exercises any functions or responsibilities in the review or approval of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project area, or in any contract or proposed contract in connection with the carrying out of the Project.

13. The City agrees that any public facility provided as a non-cash local grant-in-aid shall be open to all persons without regard to race, creed, color, or national origin.

14. This Agreement shall take effect as a sealed instrument.

IN WITNESS WHEREOF the City of Boston and the Boston Redevelopment Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

Attest:

City Clerk

CITY OF BOSTON

Approved as to Form:

Corporation Counsel

By _____
Mayor

(SEAL)

Attest:

Secretary

BOSTON REDEVELOPMENT AUTHORITY

Approved as to Form:

General Counsel

By _____
Chairman

1. Aug. 1911

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